

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH  
455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

*San Francisco* P.O. Box 420603  
CA 94142-0603



## TRAVEL AND SUBSISTENCE PROVISIONS

FOR

**OPERATING ENGINEER**

**CRANES, PILE DRIVER AND HOISTING EQUIPMENT  
(OPERATING ENGINEER)**

**TUNNEL (OPERATING ENGINEER)**

**BUILDING/CONSTRUCTION INSPECTOR, FIELD SOILS AND  
MATERIAL TESTER, and NON-DESTRUCTIVE TESTING**

IN

**IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,  
RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA  
BARBARA, AND VENTURA COUNTIES**



INTERNATIONAL UNION OF

## OPERATING ENGINEERS

July 31, 2007

23-63.2

WM. C. WAGGONER  
Business Manager  
and  
General Vice-President

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Department of Industrial Relations  
**DIVISION OF LABOR STATISTICS AND RESEARCH**  
455 Golden Gate Avenue, 8th Floor  
San Francisco, California 94102

**RECEIVED**  
Department of Industrial Relations

JUL 31 2007

Attn: Maria Robbins, Deputy Chief

Div. of Labor Statistics & Research  
Chief's Office

RE: SOUTHERN CALIFORNIA MASTER LABOR AGREEMENT/2007-2010  
SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION, INC.

Dear Ms. Robbins:

Attached hereto is a copy of the letter forwarded to the above referenced Association. Please note the new wage rates, fringe benefit contributions and classifications effective July 1, 2007, are outlined in this letter.

Please register this letter as the prevailing rates in the area covered by their Agreement.

Thank you for your assistance in this matter.

Very truly yours,

Wm. C. Waggoner, Business Manager  
I. U. O. E., Local Union No. 12  
and General Vice President

By: Fred C. Young, Financial Secretary  
I. U. O. E., Local Union No. 12

WCW:FCY:kld  
Encls.  
cc: Agreement Department



INTERNATIONAL UNION OF  
**OPERATING ENGINEERS**

July 28, 2004

**WM. C. WAGGONER**  
Business Manager  
and  
General Vice-President

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Jere Meacham, Director Labor Relations  
SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION, INC.  
6055 East Washington Blvd., Suite 200  
Los Angeles, CA 90040

**RE: SOUTHERN CALIFORNIA MASTER LABOR AGREEMENT/2004-2007**

Per Article XVI, Section T, of the Southern California Master Labor Agreement, Effective July 1, 2004, the areas inside the boundaries of *China Lake Naval Reserve*, Vandenburg Air Force Base and Point Arguello, Zone Pay as hereinafter defined shall apply for which the hourly rate of pay will be *Three Dollars and seventy-five cents (\$3.75)* per hour above the regular rate and shall become the base rate for the entire shift.

*Effective July 1, 2004, the subsistence rate will be Thirty Dollars (\$30.00) per day.*

*Effective July 1, 2004, the subsistence rate will be Thirty Two Dollars (\$32.00) per day in the counties of Inyo and Mono.*

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4. Employees shall travel to and from their daily initial reporting place on their own time and by means of their own transportation. Whenever free parking is not available on or within 350 yards of a jobsite, the Contractor shall be responsible for designating a free parking area for his employees. The Contractor shall be responsible for payment of wages from the reporting point (parking area), as ordered by the Contractor, to the jobsite, and from job-to-job and return). However, employees who voluntarily report to a point for free transportation to the jobsite will not be compensated for the time enroute and return. For off-shore work, employees will receive travel pay at straight-time rates from point of embarkation-to-jobsite and from jobsite-to-debarkation, regardless of mode of transportation.

5. Jobsite Transportation:

Whenever because of remoteness of parking areas, hazardous road conditions or security restrictions, the Employer is required to furnish transportation for workmen within the jobsite to the place of their "work", this transportation shall be equipped with seats and handrails.

6. In the event free parking facilities are not available within three hundred and fifty (350) yards of a jobsite, the individual Employer will provide such facilities and the individual Employer shall have the right to designate parking areas to be

used. Where, because of congested parking conditions, it is necessary to use public facilities, the Employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier. Designated parking areas shall be reasonably level and graded to the drain.

7. Employees covered by this Agreement shall operate all hoisting equipment on the job or project.

8. Combination Mixer and Compressor Operators on Guniting work shall be classified as Concrete Mobile Mixer Operators.

9. The necessity for the use of an employee as a Signalman shall be determined by the Contractor. When used, he shall be an Engineer-Oiler as defined herein, who assists in giving or relaying signals by mechanical means (also by means of hand signals on excavation work), directly to the operator of hoisting equipment only.

10. When Operating Engineers are working with other trades or crafts they shall be compensated on the same overtime conditions as the trade or craft they are working with.

11. On all short jobs, such as paving, small utility jobs, equipment rental operations, etc., any employee reporting for work and for whom no work is provided shall receive two (2) hours show-up time for so reporting, unless he has been notified prior to the end of his last preceding shift or prior to leaving his home not to report for work.

Any employee for whom work is provided shall receive four (4) hours pay and if more than four (4) hours are worked in any one (1) day, shall receive not less than six (6) hours pay, and if more than six (6) hours work is provided, he shall not receive less than eight (8) hours pay. All travel time shall be considered as work time. It is understood between the parties that this provision does not include truck crane rental operations.

T. Subsistence:

1. In the subsistence area as hereafter defined in Exhibit "A" subject to the exceptions noted below, subsistence shall be paid at the rate of Twenty-Four Dollars (\$24.00) per scheduled work day. There shall be no prorating of subsistence. Subsistence shall apply to workmen and/or employees who report to work and for whom no work is provided.

(a) Effective on all work bid after July 1, 2001, the areas inside the boundaries of Vandenburg Air Force Base and Point Arguello, Zone Pay as hereinafter defined in "Exhibit A" shall apply for which the hourly rate of pay will be Three Dollars (\$3.00) per hour above the regular rate and shall become the base rate for the entire shift.

~~(b) It is understood subsistence is not applicable unless the home of an employee is over thirty (30) road miles from the center of the job or project located in the areas of Vandenburg Air Force Base and Point Arguello.~~

2. An employee or workman who is required to report or perform any work in a subsistence area, for any portion of the day or shift, shall receive the established subsistence rate for the entire day or shift.

3. Exception to the above requirements may be taken and no subsistence furnished or paid in the following instances:

(a) Where the work performed on the job or project is located entirely within the free zone designated in Exhibit "A".

(b) When the home of an employee, at the time a job is bid or commitment made on non-bid jobs is located within the subsistence area and within a thirty (30) mile radius of the center of the job or project, which is also located in the subsistence area.

(c) Where subsistence is applicable when the Contractor advises the employee that the project will be discontinued for a period of two (2) days, he shall give the employee the opportunity to return to his home and subsistence shall not be applicable for these days. If such notice is not given to the employee, subsistence shall be payable for the days that work is discontinued.

4. Subsistence shall be paid at the rate of Twenty-Six Dollars (\$26.00) per day in the counties of Inyo and Mono.

5. When the home of an employee, at the time a job is bid or commitment is made on non-bid jobs, is located within a fifty (50) mile radius of the center of a job or project in Inyo and Mono Counties, subsistence will not be applicable.

6. Subsistence, as provided in Section T, Paragraph 1 shall be paid on jobs on the following offshore islands:

Richardson Rock  
Santa Cruz Island  
Arch Rock  
San Nicholas Island  
Santa Catalina Island  
San Miguel Island  
Santa Barbara Island  
San Clemente Island  
Santa Rosa Island  
Anacapa Island  
(Channel Islands Monument)

7. In the event campsites are established on off-shore islands, in lieu of subsistence, they shall be maintained and operated inclusive of all the stipulations set forth below. Employees reporting at the embarkation point for travel, to the above named islands shall be paid travel time from the mainland to the island and return at the straight-time rate and in no event shall the travel time be less than one (1) hour, regardless of mode of travel. Travel time shall start and end at the point of embarkation, at the time and place designated by the Employer.

8. The Contractor may provide and maintain acceptable room and board, seven (7) days per week, in compliance with California State Laws, in lieu of subsistence.

9. In the event a campsite is established, employees shall receive travel time from the campsite to the jobsite, and back to the campsite, at the straight-time rate of pay.

10. Employees shall not be transported to and from the campsite or jobsite unless the transporting vehicle meets all safety requirements and the stipulations as set forth in the California Vehicle Code for the transportation of workmen.

11. Payments of subsistence shall be identified, reflecting the number of calendar days of subsistence.



(e) Compensation for Travel within Tunnel:

TLC  
TUA

(1) The Contractor shall pay employees covered by this Agreement working within the tunnel, adits or shafts, on a portal-to-portal basis as follows: The hours of employment of such employees shall commence at the portal of the tunnel, adit or shaft at which he is directed by the Contractor to report for work on his shift and shall end at such portal, except as provided in this Section U, Paragraph 9, Subparagraph (g).

(f) The Contractor shall establish and maintain a change house within a reasonable distance of each portal, adit or shaft which shall include showers, toilet facilities, lockers and heating and drying facilities in accordance with the number of workmen in each crew. Each change house shall be constructed to provide that all clothing will dry between shifts. The Contractor will reimburse employees for clothing or tools lost by fire in an amount up to One Hundred Dollars (\$100.00) in the event of the destruction of the change house by such fire provided a claim form is filed as provided by the applicable insurance company. This shall not apply to short dry tunnels, two hundred feet (200 ft.) or less, such as under highways or railroad embankments.

(g) If a change house is located more than one thousand, two hundred fifty (1,250) walkable feet from the portal, adit or shaft, then the time of work shall start and end for pay purposes at the change house. This shall not affect the well established practice of employees who are required to report before

their regular starting time to fire up, grease or maintain equipment, or as directed by the Employer to report early or remain after his regular shift. These employees shall be paid at the applicable overtime rate. Overtime shall be reckoned on the hour and the one-half ( $\frac{1}{2}$ ) hour.

(h) Employees covered by this Agreement shall perform all repair and service work on equipment, including the washing of all boilers and/or scrubbers.

(i) Crews on power shovels and mucking machines over one-quarter ( $\frac{1}{4}$ ) yard shall consist of an Engineer-Operator and an Engineer-Oiler or Apprentice who shall be under the direct supervision of the Engineer-Operator.

(j) When employees covered by this Agreement require assistance, other employees covered by this Agreement shall be employed. This shall not change the established practice regarding the use of Oilers, Heavy Duty Repairman Helpers, Apprentices and/or Firemen.

(k) Employers shall be required to furnish rubber clothing, boots, safety hat, safety shoes or special gear. The Contractor shall be required to furnish suitable shelter to protect employees from falling materials and the elements.

(l) Any employee covered by this Tunnel Agreement who does any work underground on tunnel projects including shafts or sealed air pressure bores during any one (1) shift shall receive the basic per hour rate as designated in Appendix D-1 for the entire shift above the stipulated rate of pay for the classification of work in which he may be engaged.

(m) Foreman: If a Contractor employs seven (7) or more employees covered by this Agreement excluding Signalmen, Compressor Operators, Pump Operators, Generator Operators, Rodmen, Chainmen, Instrumentmen and Chief of Party on a project or on any one shift, an Operating Engineer Foreman shall be employed who shall have supervision over all Operating Engineers and shall receive One Dollar and fifty cents (\$1.50) per hour over the highest rate (including premium pay) of any Operating Engineer under his supervision. The additional pay shall be added to the regular rate and become the base rate for the entire shift. He shall not operate equipment except in an emergency or when the regular operator is temporarily absent.